

December 1, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: SANDRA H. MCKINLEY  
STATE CONTRACT PROCUREMENT OFFICER II  
302-838.8067

SUBJECT: AWARD NOTICE **NO. 3**  
CONTRACT NO. **GSS07412REMANTONER**  
REMANUFACTURED TONER CARTRIDGES

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## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

In accordance with **Title 16, Subsection 9605, Delaware Code.** If any agency of this State intends to procure any product or service on the procurement list, that agency shall, in accordance with the rules and regulations of the Commission, procure such product or service, at the price established by the Commission, from the Workshop program of the State "Services to the Blind" Program and from qualified rehabilitation facilities. If the product or service is available within the period required by that agency, such procurement shall be mandatory.

### **2. AGREEMENT PERIOD:**

Each vendor(s) contract shall be valid from January 1, 2007 through December 31, 2009. Addendums may be issued periodically to adjust pricing, or add new items as they become available.

### **3. VENDORS:**

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Each agency is responsible for placing their orders with:

Kent-Sussex Industries, Inc.  
301 North Rehoboth Blvd.  
Milford, DE 19963  
Phone No.: (302) 422-4014 Ext 3126  
Fax No.: (302) 422-4368  
Email: [KSICartridgeSales@ksiinc.org](mailto:KSICartridgeSales@ksiinc.org)  
Federal E.I. No.: 51-0097856  
Orders may be placed via: Phone, Email, or Fax

### **4. SHIPPING TERMS:**

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F.O.B. destination.

### **5. DELIVERY AND PICKUP:**

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All cartridges will be delivered within five (5) business days ARO. At the time of delivery the full cartridge will be exchanged for an empty one.



**6. PRICING:**

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Prices shall remain firm for the term of the agreement, unless it is deemed in the best interest of the State to do otherwise and has the approval of the State Use Commission.

**Please see Excel spreadsheet for complete information.**

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**7. CORE CHARGE:**

All cartridges sold without a core trade (empty cartridge) will have an additional core charge, except where noted.

**8. RESTOCKING CHARGE:**

Any product returned unopened and unused within 30 days of delivery date will be credited to the customer's account. Any product returned unopened and unused after 30 days of delivery date will be credited to the customer's account, less a 15% restocking charge. Any product returned 1 year from date of manufacture will not be credited.

**9. BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**10. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**11. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.